

(Tender No. IPGPL / Terminal Tractor Trailers / 2017)

ADDENDUM TO COMMERCIAL CLARIFICATIONS UPLOADED PERSUANT TO PRE-BID MEETING HELD ON 16 JANUARY 2017 FOR FOUR LOTS i.e. YARD CRANES, REACH STACKERS & EMPTY CONTAINER HANDLERS, TERMINAL TRACTOR TRAILERS AND FORKLIFTS.

TERMINAL TRACTOR TRAILERS

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
1		General	Consequential Loss	Anything in this Tender in relation to Consequential loss or damage shall be deleted and replaced by Clause 3 Disclaimer/Limited Liability of this Addendum to Tender	Agreed. Please refer to clause 3.61 for limitation of liability.
2	Clause 2.3.4	Page. 5	Tenderer to inform himself fully	Shall be deleted and replaced by The Tenderer and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The Tenderer will be fully responsible for any injury (whether fatal or otherwise)	Tender conditions prevail. This clause shall be read with Clause No. 3.61 of the RFP Vol I.

				to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.	
3	Clause 2.5.1	Page. 6	IPGPL's Right to Annul the Bidding process	<p>2.5.1 shall be deleted and replaced by</p> <p>Notwithstanding anything contained in this tender document, IPGPL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. The Earnest Money Deposit shall be refunded to Tenderers within ten (10) days of notice of any such annulment by IPGPL.</p>	<p>Tender terms prevail.</p> <p>It clarified that in case the tender process is annulled by IPGPL under the provision of Clause 2.5.1, the EMDs (in the form of BG) of the Bidders shall be returned within 21 days from the date of notice of annulment.</p>
4	Clause 2.5.3	Page. 6	IPGPL's Right to Annul the Bidding process	<p>2.5.3 shall be deleted and replaced by</p> <p>IPGPL reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender. The Earnest Money Deposit shall be refunded to Tenderer within ten (10) days of notice thereof by IPGPL.</p>	<p>Tender conditions prevail.</p> <p>However, It clarified that in case the tender process is annulled by IPGPL under the provision of Clause 2.5.1, the EMDs (in the form of BG) of the Bidders shall be returned within 21 days from the date of notice of annulment.</p>

5	Clause 2.6	Page. 6	Tender Validity	<p>2.6 Tender validity shall be deleted and replaced by</p> <p>The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. IPGPL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by E-mail. However, in the event of the Tenderer agreeing to the request, he shall not be permitted to modify his tender. In the event of the Tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender. In case tenderers do not agree to extend the validity of their offer beyond the validity period, EMD of such tenderers shall be refunded within ten (10) days of notice thereof by IPGPL.</p>	<p>It is clarified that the EMD of the tenderers not agreeing to extend the validity of their offer beyond the validity period, the EMD (in the form of BG) of such tenderers shall be refunded within twenty (21) days of written communication from the Bidder.</p>
6	Clause 2.11.1	Page. 8	Stamp Duty & other expenses	<p>Stamp Duty & Other Expenses shall be deleted and replaced by</p> <p>All costs, charges and expenses including any duty in connection with the Contract as well as preparations and</p>	<p>Tender Condition Prevails</p> <p>It is clarified that all expenses towards registration of Agreement / Contract shall be on account of the</p>

				<p>completions of agreement by Tenderer shall be borne and payable by the Tenderer. Tenderer shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes duties, to be paid to any statutory bodies in Germany shall be paid by the tenderer.</p>	<p>selected bidder.</p> <p>Bidder should factor all expenses and duties related their respective country of export in their price bid. The customs duty / related taxes (if any payable in Iran) only related to those items/ equipment appearing in the Price Schedule, shall be initially borne by the contractor and later reimbursed on actual by IPGPL, based on production of relevant proof.</p> <p>The Bidder shall quote their CIF prices inclusive of all taxes and duties related to their country of export. The Bidder shall exclude from his Price only the custom duty / related taxes (if any payable in Iran) for the items/ equipment appearing in the Price Schedule.</p> <p>These taxes/ duties related to Iran shall be initially borne by the bidder and later reimbursed on actual by IPGPL, based on production of relevant proof.</p>
7	Clause 2.12.4	Page. 9		<p>Kindly let us know how many days will 2 officers stay at Contractors site?</p>	<p>It is clarified that Schedule 4A stands revised and Para 1 of 2.12.4 stands deleted. The Training Requirement shall be amended as</p>

					indicated below: “The suppliers shall arrange to conduct operations and maintenance training of the equipment at employer’s site for 5 days for each type of equipment.
8	Clause 3.24	Page. 26-27	Inspection and Testing of Work at Contractor’s...	Kindly delete sub-contractor. Sub-contractor has to be agreed separately. However kindly let us know for how many days engineer shall visit our factory?	Clause 3.24.1 to 3.24.5 stands deleted and Clause 3.24.6 & Clause 3.24.7 holds good and Clause 3.24.8 stands deleted.
9	2.1.1.d	Page. 4	D. Satisfactory Performance: Terminal Tractor Trailers supplied in the last seven (07) years must have completed warranty period satisfactorily.	We have our sister concern company which is also the trading arm of our Group for international business. So we request to accept the performance certificates, order copies in the name of our sister concern company. We shall also declare at the time of tender submission, that we manufactured the equipment& they sold & dealt with the international transaction in favour of us. This should be acceptable.	Tender Conditions prevail. Performance certificate of parent/subsidiary/group company engaged in similar activity is acceptable provided submission of relevant documentary evidence (that justify the relationship) is submitted.
10	2.12.4	Page. 9	Contractors shall arrange for training of 2 Officers of the Employer for training on PLC, Drives and Crane Control System and Crane Monitoring System at Contractor’s works. This training shall be	Unlike big port machinery, there is no need for such training mentioned in the clause 2.12.4 for Terminal Tractor Trailers. Hence, we suggest delete this. We could give proper training at employer site as per our training manual	It is clarified that Schedule 4A stands revised and Para 1 of clause 2.12.4 of the tender stands deleted and the Training Requirement shall be amended as indicated below: “The suppliers shall arrange to

			<p>conducted by the manufacturer's qualified and experienced personnel while carrying out the trial run of the cranes at contractor's works. Accommodation during the training stay of these 2 Officers at contractor's site shall be arranged by the contractor. Cost for the same is deemed to be included in the CIF Price of the equipment (Reach Stacker & New Empty Container Handler).</p>	<p>in English. It is not out of place to mention that we are ISO certified company.</p>	<p>conduct operations and maintenance training of the equipments at employer's site for 5 days for each type of equipment."</p>
11	2.15.9	Page. 12	<p>The bidder shall submit documentary evidence for having sea-front for assembly and roll-on facility, if required for effecting delivery.</p>	<p>This term is not required for mobile port machinery. This is required only for RTGC & STS manufacturer. So we suggest to delete it.</p>	<p>Agreed.</p>
12	2.15.11	Page. 12	<p>Work Schedule showing as per Schedule 3 (Volume-I) of this tender document:</p>	<p>Since the RS and ECH are almost standard equipment, & the manufacturing time is very less compared to big port machinery so there is no need for this. We suggest deleting it.</p>	<p>Agreed.</p>
13	2.15.12	Page. 12	<p>Details of the training programme of various categories of IPGPL and/or its Associate employees as per Schedule 4 & 4A (Volume-I) of this tender document.</p>	<p>We only provide the training at employer site for operation and maintenance.</p>	<p>It is clarified that Schedule 4A stands revised and Para 1 of clause 2.12.4 of the tender stands deleted and the Training Requirement shall be amended as indicated below: "The suppliers shall arrange to conduct operations and maintenance training of the equipments at employer's site for 5 days for each type of equipment."</p>

14	2.15.14	Page. 12	Details of Sub Contractors involved in the various activities according to Schedule 7 (Volume-I) of this tender document.	In generally this term is only applicable for big port machinery. We suggest deleting it.	If there are no subcontractors involved, the bidder may indicate “Not Applicable” in Schedule 7.
15	2.15.18	Page. 12	Tentative drawings of various arrangements of the crane as per clause 3.26 (Volume-I) of this tender document.	Only the General Arrangement drawing will be provided.	Applicable drawings for relevant equipment to be provided
16	3.22	Page. 25	LABOUR	Since Terminal Tractor Trailers are in dismantled status when delivery, we will dispatch our service engineer to guide assembly, the crane and forklift needed should be provided by employer.	Tender conditions prevail. The Contractor is responsible for arranging for man and machinery for assembly, testing and commissioning and other works related to the contract.
17	3.24.8	Page. 27	INSPECTION AND TESTING OF WORK AT CONTRACTOR'S AND SUB CONTRACTOR'S PREMISES:	Since Terminal Tractor Trailers are technical and manufacturing matured equipment, there is no need for third party for this. For the sake of employer to save cost, we suggest to delete it.	IPGPL will not appoint TPIA, however, Before dispatch, the contractor, at his cost, is required to submit a certificate from Third Party Inspection Agency (should be a reputed international accredited agencies) to IPGPL certifying that the equipment is meeting the technical requirements of the tender.
18	3.25	Page. 28	TESTING OF EQUIPMENT AT CONTRACTOR'S AND EMPLOYER'S SITE	We suggest deleting it.	Testing of equipment at Employer’s site at his cost is required after equipment assembly by the bidder/third party. In case it is a third party then it should be should be reputed international accredited agencies.

19	3.25.2	Page. 28	The Contractor shall arrange to test the equipment for load test by a Competent Agency notified by competent authority at Employer's site and submit the certificate to this effect to the Engineer-In charge. The test load in containers required shall be arranged by the contractor at his cost and risk.	The test load at contractor's site will be arranged by us. But in employer's site it should be arranged by the employer only. Otherwise to arrange the test load & container at employer's site will only increase the cost of this tender which will be substantial amount. In generally this clause is applicable only for big port machinery because the cost of the test load is negligible as compared to the cost of the big port machinery.	Agreed.
20	Clause 3.35.3	Page. 33	Issue of Provisional Certificate	Usually, this clause is only applicable in big port machinery tender like RMQC, RTG. Hence, we suggest to delete it.	Agreed. Clause 3.35.3 stands deleted.
21	Clause 3.40.	Page. 37	SECURITY DEPOSIT TOWARDS ADVANCE PAYMENT FOR OF CONTRACT (i.e. for TERMINAL TRACTOR TRAILERS):	Usually, this clause is only applicable in big port machinery tender like RMQC, RTG. Hence, we suggest to delete it.	Tender condition prevails. Clause 3.44.1 stands deleted.
22	Clause 3.44	Page. 39	INSURANCE OF WORK AT MANUFACTURER'S SITE FOR TERMINAL TRACTOR TRAILERS :	Usually, this clause is only applicable in big port machinery tender like RMQC, RTG. Hence, we suggest to delete it.	Agreed.
23	Clause 2.12.3	Page. 9	...cost of the Warranty support service during 2 years guarantee/warranty period along with comprehensive mandatory AMC for first (2) two years (Including Spare-parts).	Since the maintenance is based on no of working hours , we need to know how many hours are to be considered for 2 years.	Tender condition prevails.